

30 days of the due date.¹ A tenant for life, can, however, grant a lease or agreement for tenancy for 3 years or less by writing under hand only.

If the lease is for over 21 years a tenant for life before entering into the lease must give one month's previous notice in writing to the trustees of the settlement of his intention to grant such lease, though any trustee can waive the notice, either in any particular case or generally.

The lessee, however (if dealing in good faith), is not concerned to see that the tenant for life has given notice to the trustees and will be taken to have given the best rent that could reasonably be asked for the property.

Infants

An infant (i.e. a person under 21 years of age), cannot grant a lease. Before 1926, an infant could deal with or dispose of land, but it was subject to his confirming or repudiating the dealing on his attaining his majority. This was unsatisfactory (from a lessee's point of view, at any rate) and the new legislation of 1925 deprived the infant of these rights, making it impossible for an infant to hold a legal estate in land²

Who can, therefore, grant such a lease on his behalf? Shortly, the position may be summarized thus—

- i. If the infant was entitled to

freehold or lease-
hold land on the 1st January, 1926,
either absolutely or as a tenant for life, the land
became settled land and vested in trustees
under the Settled
Land Act.

¹ Settled Land Act, 1925, sect. 42.

² Law of Property Act, 1925, sect. i (6).